

**MEMORANDUM OF UNDERSTANDING (MOU)
FOR EDUCATION SERVICES BETWEEN
UPPER IOWA UNIVERSITY AND
UNITED STATES ARMY GARRISON FORT LEAVENWORTH**

1. Purpose. The purpose of this MOU is to recognize formally the affiliation between Upper Iowa University and the United States Army Garrison, Fort Leavenworth in providing educational services to potential or enrolled students on the installation per authority set forth in Department of the Army Regulation 621-5, 11 July 2006 w/RAR dated 6 Sep 09. Unless otherwise designated, the Education Services Officer (ESO) is the representative of the Garrison Commander, Fort Leavenworth, for the Army Continuing Education System (ACES) and is the point of contact for all others within the jurisdiction of this MOU.

2. Scope.

a. The area of responsibility includes the United States Army Garrison, Fort Leavenworth. Upper Iowa University will provide regular and accessible academic support services to new and previously enrolled military students, family members and civilians at the Army Education Center. These services will help prospective and enrolled students complete educational goals successfully.

b. In order to maintain effective combat force readiness, Headquarters, Department of the Army (HQDA) is committed to raising the education level of its personnel by providing an opportunity for undergraduate courses leading to a bachelor degree or parts thereof. Bachelor level programs provide Soldiers with the opportunity to attain educational objectives and enhance their job skills training. These objectives coincide with the purpose of the institution, which is to provide comprehensive education programs to prepare graduates for productive careers and responsible citizenship. These programs play a major role in support of recruiting and retaining the US Army's all volunteer force. The programs offered by Upper Iowa University support the educational needs as determined by the ESO's educational needs assessment. Changes to the programs governed by this agreement must be coordinated and approved by the Garrison Commander, Fort Leavenworth or designated representative.

3. Responsibilities:

a. Army Education Services Officer (ESO). In support of this MOU, the ESO shall maintain a continuing liaison with the designated Upper Iowa University Director and be responsible for inspections and the acceptance of the Upper Iowa University services. The ESO will assist the Upper Iowa University director in providing military and Army culture orientation to the Upper Iowa University personnel. The ESO will:

(1) Publicize and promote Upper Iowa University services using installation media outlets such as: the post newspaper, an education newsletter, daily bulletins, handouts, Commanders ' calls, NCODPs, counselor outreach, etc.

(2) Schedule regular meetings with the Upper Iowa University on-post director to discuss problems, pertinent issues, and concerns relating to program operation. At a minimum, meetings will be facilitated on a quarterly basis.

(3) Keep the Upper Iowa University apprised of installation policies, guidelines, and situational conditions.

(4) Provide, at no cost to Upper Iowa University, office space, and utilities for on-site administrative personnel and faculty. If possible, this space will be adjacent to or within the Education Division Office. Space provided will include a facility to be used by the University instructors/counselors for advising students enrolled, or interested in, the programs offered by Upper Iowa University. Acquisition of office furniture and equipment, if not available within Fort Leavenworth resources, is the responsibility of the University. Fort Leavenworth will provide, at no cost to Upper Iowa University, classroom space to accommodate all students enrolled in the University on-post academic programs. The ESO will solicit input from the University concerning classroom requirements and will provide all accommodations based on available resources. Upper Iowa University and the ESO will jointly determine the adequacy of these facilities. The University representatives must ensure their faculty maintains an appropriate learning environment consistent with Fort Leavenworth and education division policies.

(5) Provide such visual aids to Upper Iowa University faculty members, as are determined to be available by the ESO for the use in the conduct of Upper Iowa University classes.

(6) Assist in obtaining temporary passes/vehicle registration for faculty, and administrative personnel as required by Fort Leavenworth regulations.

(7) Provide appropriate counseling (academic advising) to all Fort Leavenworth personnel before each course registration, regardless of method of payment.

b. Upper Iowa University will:

(1) Provide the following academic programs:

- Bachelor of Science in Business Administration
- Bachelor of Science in Management
- Bachelor of Science in Public Administration -General Emphasis
- Bachelor of Science in Public Administration - Law Enforcement Emphasis
- Bachelor of Science in Social Science
- Bachelor of Science in Psychology
- Bachelor of Science in Human Services
- Bachelor of Science in Management Information Systems
- Bachelor of Science in Criminal Justice

(2) Award resident credit for all on-post courses. No on-campus credits shall be required for completion of any program covered under this agreement.

(3) Ensure these programs fulfill all accepted standards and requirements established by Upper Iowa University, HQDA, the Higher Learning commission and N011h Central Association of Colleges and Secondary Schools and other appropriate accrediting associations and agencies having jurisdiction over the programs offered by Upper Iowa University. Upper Iowa University will comply with the minimum criteria set forth in Appendix C, AR 621-5, 11 July 2006 w/RAR dated 6 Sep 2009.

(4) Adopt the GoArmyEd processes. GoArmyEd is the Army Continuing Education System (ACES) centralized and streamlined management system for the Army's postsecondary voluntary education programs.

(5) Agree to all of the terms in the ACES policies and procedures, available at https://www.hrc.army.mil/site/education/GoArmyEd_School_Instructions.html, such as invoicing, grades, reports, library references, etc.

(6) Abide by the installation's policies regarding installation and facility access.

(7) Meet installation security requirements for IT access and use.

(8) Abide by installation physical security policies, procedures, and requirements.

(9) Designate an on-post director as the single point of contact authorized to address and expedite resolutions of all problems relevant to the conduct of the Upper Iowa University program on Fort Leavenworth under terms of this MOU. The on-post director will, whenever possible, quickly resolve problems concerning courses, registration, bookstore, student services, student records, student support, distance learning, billings, evaluations, financial aid, recurring reports, annual audit, and all other areas relevant to the execution of the terms of this MOU. Areas that cannot be readily resolved by this single point of contact will be referred to the Director of the Mid-West Region for resolution. Reports on problem resolution will flow back through the on-post director. This provision does not preclude the ESO from working with others on campus directly to affect the required resolution if the situation so warrants.

(10) Take a proactive approach to quality-assurance. Upper Iowa University will adhere to the standards of quality established by the school, state, accrediting agencies, and HQDA. The institution will also participate in the Military Voluntary Education Review (MVER) initiative. The MVER handbook will be provided and updated periodically under separate cover. The purpose of MVER is to provide a vehicle for the evaluation and continual improvement of on.- post education programs.

(11) Determine the number of faculty members, academic advisors, directors, and clerical personnel based on enrollments and current educational practice. Upon request, the ESO will be provided a listing of faculty and their qualifications prior to each academic year or term.

(a) The campus will control the selection, training, and evaluation of faculty members. Upper Iowa University will be committed to equal education and employment to all persons regardless of race, color, age, religion, handicap, gender, or national origin.

(b) Each Upper Iowa University faculty member will be required to participate in professional development activities pertinent to their content area specialties.

(c) Upper Iowa University will provide an academic director and supporting staff providing regular hours in the Army Education Center. The director shall have the academic credentials required by the College. New directors, academic advisors, and clerical personnel will receive on-site training within two months of being hired. When the director position becomes vacant, a permanent on-board replacement shall be provided within 60 days of the vacancy. During such vacancies, an on-site acting or interim administrator shall be provided.

(12) Ensure the tuition rate for the on-post program will be no higher than the rate charged for similar on-campus programs. Notice of changes in fees shall be provided the ESO as soon as possible but not less than 90 days before implementation. All increases must be fully justified by a financial disclosure. UIU shall provide documentation and justification of any variance in tuition charges when on-post tuition is greater than on-campus tuition for the same program.

(13) Publish an institutional tuition refund policy. The tuition refund policy is to be included in the University catalog.

(14) Provide the ESO with suggested long term (one and/or two year) course schedules at least two months prior to the commencement of each academic year. Term formats will be coordinated with the ESO will be conducive with applicable MVER standards on course contact hours and will be mutually agreed upon by the ESO and the University. Upper Iowa University shall submit a schedule for each term at least eight weeks in advance of scheduled registrations.

(15) Promote the program through official bulletins, post newspapers, commanders' calls, and individual and group briefings.

(16) Accept for admission to courses and programs all academically qualified personnel subject to school policy. Upon successful completion of provisional status by a student, Upper Iowa University shall evaluate undergraduate credit hours of "C" or better earned through another accredited institution and/or evaluate military education recommended by the American Council on Education for specific credit hours, provided it meets the criteria for the student's degree plan.

(17) Make available to the student the tools to procure all necessary textbooks, related materials, and equipment for student use. The University will ensure textbooks and course materials (other than those provided by the U.S. Army) are available to students through an ordering system at prices consistent with on-campus rates. The institution will make arrangements for students to "sell back" used textbooks.

(18) Provide the ESO enrollment statistics within two weeks after each term add/drop period for all Fort Leavenworth participants including active duty members, DoD civilian

employees, family members, and others. When requested, statistics will be provided using forms as supplied by the ESO.

(19) Take the necessary steps to maintain the cleanliness of assigned office space and classrooms. Maintenance will consist of ensuring that desks are clean after use, trash is in appropriate receptacles, chalk boards/white boards are erased, furniture is returned to its original position, windows closed, lights off, and room or building locked, if applicable.

(20) Conduct yearly graduation ceremonies. Graduating students shall have the opportunity to participate in commencement exercises. Upper Iowa University shall be responsible for all graduation costs and details, including publicity, programs, speakers, invitations, and award of degrees.

(21) Report the results of any inspection/review of program on Fort Leavenworth conducted by State Approving Authority (SAA), the Veterans Administration (VA), or accrediting agencies. Upper Iowa University shall notify the ESO and provide the ESO copies of the resulting reports. Also notify the ESO of any scheduled SAA, VA accrediting agency or other staff visits at least 10 days in advance whenever possible.

(22) Release and waive all claims against the United States Army, its agents, officers, and employees, arising out of the use of Fort Leavenworth facilities, equipment, supplies, and services. Upper Iowa University shall further agree to defend, pay or settle every claim between third parties, including their agents, employees, or persons claiming through them, against the United States Army, its agents, officers, and employees arising out of the use of Fort Leavenworth facilities, equipment, supplies, and services, and to hold the United States Army, its officers, agents, and employees harmless against every such claim, including attorney fees, costs and expenses of litigation, except death, injury, loss of damage to persons or property solely from willful misconduct of the Fort Leavenworth Garrison Command, its agents, officers, and employees.

(23) Fulfill this agreement without reassigning any of its rights or obligations hereunder to an external party. Upper Iowa University will provide learning opportunities through academic programs of the highest quality and will not subcontract any portion of the work associated with academic programs covered by this agreement.

(24) Sign and participate in the DoD Instruction 1322.25 prior to Soldiers receiving TA approval to attend their institution.

4. Mutual Agreements:

a. It is mutually understood that the following general provisions concerning educational services will be adhered to by both parties.

(1) Academic institutions providing on-post courses or degree programs may provide academic program support e.g., scholarships, internships for students to work in education centers, on-line or face-to-face tutorial services, and no-cost instruction in locations such as

classrooms, Army Learning Centers/Multi-use Learning Facilities, computer laboratories, or academic skills centers. Academic support will be available to all military students, their families and others.

(2) Upper Iowa University and Fort Leavenworth make no commitment on the specific number of military students, the availability of TA or the continuing availability of students entitled to in-service VA education benefits.

(3) Active duty military students will be afforded the same registration priority whether payment is through TA or other means (VA, self pay, etc.). Fort Leavenworth agrees to allow students other than those on active duty the right to participate in the Upper Iowa University program providing Fort Leavenworth security and essential mission commitments permit, and Fort Leavenworth pass/ID requirements are satisfied. The institution agrees that its employees/students will honor all requirements established as a condition for entry to Fort Leavenworth.

(4) DoD directives prohibit the payment of TA and VA education benefits to cover cost of the same course.

(5) Admission of candidates to the Upper Iowa University program will be at the sole discretion of the University. Priorities for enrollment are active duty military personnel, reserve and National Guard personnel, adult family members, DA and DoD employees, other federal employees, and military retirees; all may participate in the voluntary education service program. In the event it becomes necessary to restrict access to the program and accompanying services, the above order of priority applies. Members of the community may participate on a space-available basis according to the Fort Leavenworth policy at that time. This priority enrollment system will apply only to early and regular registration. Thereafter, registration for Fort Leavenworth classes will be on a first-come, first-serve basis. Within the stated order of priority, students who have matriculated with the University will have enrollment priority over non-matriculated students.

(6) Neither Fort Leavenworth nor Upper Iowa University will discriminate against participants because of race, religion, national origin, age, gender, or physical handicap (where the handicapped person is otherwise qualified).

(7) Maximum class size will be 30 unless the applicable classroom cannot accommodate that many students. Classes over 30 will be split into two separate and equal sections of the same class. The ESO will determine the adequacy of the facilities for this purpose. Classes with fewer than 10 students may be canceled at the discretion of the University, in coordination with the ESO. Upper Iowa University will endeavor to offer the class by individualized instruction to students needing the class for graduation, subject to the availability of instructors.

(8) The ESO is responsible for documenting and formally advising university officials whenever questionable situations are observed relative to compliance with the minimum benchmarks established by this MOU, DoD criteria set forth in AR 621-5, MYER standards, and the appropriate regional accrediting associations. The ESO will be advised of and involved in

resolution of all unresolved situations. The ESO, the University director and designated Upper Iowa University on-campus officials will confer as needed until resolution occurs.

(9) Compliance with the DoD joint ethics regulation is required if Fort Leavenworth personnel (active duty military or DoD civilians) are considered for employment by Upper Iowa University. Questions regarding the applicability of the joint ethics regulation for such employment will be referred to the Fort Leavenworth Staff Judge Advocate for determination.

(10) Upper Iowa University faculty and staff will not be employed by or serve in any other capacity within the education service program without the specific written concurrence by the ESO.

(11) This MOU may be terminated by either party, at any time, with 180 days written notice, to the other party. In the event war or other matters beyond the control of Fort Leavenworth prevents the Installation from complying with the provisions of this MOU and thus deny Upper Iowa University the ability to conduct courses on Fort Leavenworth, this MOU may be suspended. Since contractual arrangements with faculty could obligate the University for payment of salaries, more than 180 days' notice is desirable.

(12) In the event of termination of program, a mutual effort will be made to ensure a smooth transition during the teach-out phase. Upper Iowa University will immediately notify all concerned students and ensure a smooth transition to another program or degree completion with the University, as appropriate. The teach-out transition will offer students the option of completing remaining degree requirements without loss of credit. No new students will be enrolled in the Upper Iowa University program once the program has been identified for termination. Each student will be individually counseled and provided with a plan for completing remaining degree requirements. Categorically, these students fall into the following groups:

(a) Students who complete their remaining program requirements through Upper Iowa University on post courses during the teach-out.

(b) Students who can complete the remaining credit from another accredited institution to earn a degree conferred by Upper Iowa University.

(c) Students who cannot complete Upper Iowa University requirements during the teach-out phase, but can do so through special arrangements utilizing the degree completion program.

(d) Students who can transfer their program requirements to a substitute program without loss of credits, previously awarded/accepted by the University. The ESO will ensure that Upper Iowa University and the institution accepting the transfer credits during the transitional teach-out have provided students follow-up guidance.

(13) This MOU defines the entire relationship between Fort Leavenworth, the ESO, and Upper Iowa University and supersedes any previous verbal or written agreements of

understanding. Failure on the part of any party to comply with the provisions of this MOU may result in the elimination of these academic programs on Fort Leavenworth. No change or modification of this MOU shall be valid unless or until it is in writing and signed by all parties.

(14) This MOU becomes effective when signed by both parties. An annual review will be conducted by both parties to verify accreditation status, update program offerings, and review program delivery on budget data. Attachments referenced in this MOU are listed below and are considered integral sections of the MOU.

a. Points of contact for this MOU addendum are the ESO and Upper Iowa University, Fort Leavenworth Center Director.

b. IN WITNESS WHEREOF, the parties, hereby intending to be legally bound, have caused this MOU addendum to be executed by their duly authorized representatives.

//Original Signed//
Timothy R. Wulff
Colonel, US Army
Garrison Commander
3 SEP 2014

//Original Signed//
Walter T. Bembry
Director, Mid-West Region
Upper Iowa University
21 JUL 2014

//Original Signed//
Gerald A. Henderson
Director of Human Resources
(Interim Education Services Officer)
4 SEP 2014